

EXHIBIT 9

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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 NML CAPITAL, LTD.,

18 Plaintiff,

19 vs.

20 SPACE EXPLORATION
21 TECHNOLOGIES CORP., aka
22 SPACEX, a Delaware corporation; THE
23 REPUBLIC OF ARGENTINA, a foreign
24 state, including its *COMISION*
NACIONAL DE ACTIVIDADES
ESPACIALES, aka CONAE, a political
subdivision of the Argentine State; and
DOES 1-10,

25 Defendants.

CASE NO. 14 CV 02262-SVW-Ex

Hon. Stephen V. Wilson

**PLAINTIFF'S 30(B)(6)
DEPOSITION NOTICE TO
DEFENDANT SPACE
EXPLORATION
TECHNOLOGIES CORP., aka
SPACEX**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure
3 30, Plaintiff NML Capital, Ltd. (“NML”) will take the deposition upon oral
4 examination of Defendant Space Exploration Technologies Corp. (“SpaceX”)
5 starting February , 2015, continuing day-to-day, until all topics have been
6 covered, at the offices of Quinn Emanuel Urquhart & Sullivan, LLP, 865 South
7 Figueroa Street, 10th Floor, Los Angeles, California 90017-2543. Pursuant to Rule
8 30(b)(6), SpaceX shall designate one or more of its officers, directors, managing
9 agents, or other persons to testify on its behalf as to matters known or reasonably
10 available to SpaceX concerning the subjects identified in Appendix A attached
11 hereto.

12 **PLEASE TAKE FURTHER NOTICE** that the deposition will be taken by a
13 notary public or other person qualified to administer oaths; will be recorded
14 stenographically, including recording by instant visual display of the testimony; and
15 will be videotaped.

16 DATED: January 26, 2015

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

17
18
19 By _____
20 Bruce E. Van Dalsem
21 Harold A. Barza
22 Ian S. Shelton
23 Matthew S. Hosen
24 Attorneys for Plaintiff NML Capital, Ltd.
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APPENDIX A

DEFINITIONS

The topics provided below are subject to and incorporate the following definitions, regardless of whether upper or lower case letters are used:

1. “SPACE X” means Defendant Space Exploration Technologies Corp. and all predecessors-in-interest and successors-in-interest, all past or present parents, subsidiaries, divisions and affiliates, any companies that have a controlling interest in SpaceX, and any current or former employee, officer, director, agent, consultant, accountant, attorney or representative thereof, or anyone acting on its or their behalf.

2. “Argentina” means Defendant Republic of Argentina and all branches, commissions, committees, administrative units, political units, legal units, bodies, divisions, political subdivisions, instrumentalities, agencies and departments, and any current or former officers, officials, directors, ministers, attorneys, agents and representatives thereof, or anyone acting on its or their behalf. For the avoidance of doubt, the term “Argentina” includes “CONAE” as defined below.

3. “CONAE” means the Comisión Nacional De Actividades Espaciales and all predecessors-in-interest and successors-in-interest, all past or present branches, commissions, committees, administrative units, political units, legal units, bodies, subsidiaries, divisions, departments and affiliates, any entities that have a controlling interest in CONAE, and any current or former employee, officer, director, agent, consultant, accountant, official, minister, attorney or representative thereof, or anyone acting on its or their behalf.

4. “COMPLAINT” means NML’s Complaint for Creditor’s Suit filed March 25, 2014 in the United States District Court for the Central District of California (14-cv-02262).

5. “LAUNCH SERVICES CONTRACT” means the agreement or agreements between Argentina and SPACE X relating to SPACE X’s performance of

1 satellite launch services for two Argentine satellites, as referenced in the
2 COMPLAINT.

3 6. "LAUNCH SERVICE RIGHTS" means any contractual right, benefit,
4 interest, or power obtained as a result of entering into a contract or agreement with
5 SPACEX for the performance of satellite launch services, including but not limited
6 to the right to a satellite launch date and launch site, the right to a rocket to deliver a
7 satellite into orbit, and the right to all of the services required for delivering a
8 satellite into orbit around the Earth.

9 7. "REFERRING OR RELATING TO" means referring to, relating to,
10 discussing, constituting, evidencing, pertaining to, mentioning, supporting,
11 contradicting, negating, bearing on, touching on, containing, embodying, reflecting,
12 identifying, stating, dealing with, concerning, commenting on, responding to,
13 relevant to, or describing.

14 8. "ANY" as used in this Notice includes the word "ALL," and the word
15 "ALL" as used in this Notice includes the word "ANY."

16 9. "DOCUMENT" or "DOCUMENTS" means all "writings" and
17 "recordings" as those terms are defined in Rule 1001 of the Federal Rules of
18 Evidence and Rule 34 of the Federal Rules of Civil Procedure and shall include all
19 writings, including but not limited to handwriting, typewriting, printing, image,
20 photograph, photocopy, digital file of any kind, transmittal by (or as an attachment
21 to) electronic mail (including instant messages and text messages) or facsimile,
22 video and audio recordings, and every other means of recording upon any tangible
23 thing, any form of COMMUNICATION or representation, and any record thereby
24 created, regardless of the manner in which the record has been stored, and all non-
25 identical copies of such DOCUMENTS, in the possession, custody, or control of
26 YOU or any other PERSON acting on YOUR behalf.

27 10. "COMMUNICATION" or "COMMUNICATIONS" means without
28 limitation any transmittal, disclosure, transfer or exchange of any statement, fact,

1 idea, DOCUMENT, question, instruction, demand, or other information by any
2 medium, whether by oral, written or other means, including but not limited to
3 electronic communications and electronic mail.

4 11. "PERSON(S)" shall mean any natural person or any business, legal, or
5 governmental entity or association.

6 12. "IDENTIFY" or "IDENTITY" means the following:

7 a. with reference to an individual or individuals, means to state,
8 fully and separately as to each, such individual's full name, any known business
9 title, current or last known business affiliation, current or last known residential
10 address, current or last known business address, current or last known relationship to
11 YOU, and current or last known telephone number.

12 b. with reference to an entity or entities, means to state, fully and
13 separately as to each, such entity's full name, state (or country) of incorporation or
14 organization, present or last known address, and present or last known telephone
15 number.

16 c. with reference to any DOCUMENT or DOCUMENTS, means to
17 describe each DOCUMENT by Bates number. In the event that a DOCUMENT
18 does not have a Bates number, IDENTIFY means, with respect to each such
19 DOCUMENT, to provide a complete description of it such that it may be the subject
20 of a request for the production of documents, including by stating the date, identity
21 of the author, addressee(s), signatories, parties, or other PERSONS identified
22 therein, its present location or custodian and a description of its contents.

23 13. The singular form of a noun or pronoun includes within its meaning the
24 plural form of the noun or pronoun so used, and vice versa; the use of the masculine
25 form of a pronoun also includes within its meaning the feminine form of the
26 pronoun so used, and vice versa; the use of any tense of any verb includes within its
27 meaning all other tenses of the verb so used, whenever such construction results in a
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1 broader request for information; and “and” includes “or” and vice versa, whenever
2 such construction results in a broader disclosure of documents or information.

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4 **DEPOSITION TOPICS**

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6 **Topic No. 1:**

7 The negotiation of ANY LAUNCH SERVICES CONTRACT.

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9 **Topic No. 2:**

10 Argentina’s and/or CONAE’s intended use of its LAUNCH SERVICE
11 RIGHTS.

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13 **Topic No. 3:**

14 The ability of SPACEX to change a satellite launch date, including ANY
15 instances in the past in which SPACEX has done so.

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17 **Topic No. 4:**

18 The ability of SPACEX to change a satellite launch site, including ANY
19 instances in the past in which SPACEX has done so.

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21 **Topic No. 5:**

22 COMMUNICATIONS between SPACEX and Argentina, including but not
23 limited to all written and oral COMMUNICATIONS with CONAE.

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25 **Topic No. 6:**

26 Payments received by SPACEX arising from ANY LAUNCH SERVICES
27 CONTRACT.

1 **Topic No. 7:**

2 Meetings at which ANY LAUNCH SERVICES CONTRACT was discussed
3 including but not limited to technical interchange meetings, launch preparation
4 meetings and ANY other design review meetings.
5

6 **Topic No. 8:**

7 The IDENTITY of SPACEX's actual and potential customers for LAUNCH
8 SERVICE RIGHTS.
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10 **Topic No. 9:**

11 The existence of ANY restrictions in any LAUNCH SERVICES
12 CONTRACT that limit the ability of NML to take possession of, market, or sell
13 Argentina's/CONAE's LAUNCH SERVICE RIGHTS.
14

15 **Topic No. 9:**

16 COMMUNICATIONS between SPACEX and Argentina, including but not
17 limited to all written and oral COMMUNICATIONS with CONAE, REFERRING
18 OR RELATING TO the COMPLAINT and ANY efforts to amend or cancel the
19 LAUNCH SERVICES CONTRACT in light of the COMPLAINT.
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21 **Topic No. 10:**

22 ALL executory or unfulfilled obligations of CONAE and/or Argentina under
23 the LAUNCH SERVICES CONTRACT on which its entitlement for Launch
24 Service Rights are predicated, including but not limited to payments not yet made or
25 that have not yet come due.
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28

1 DATED: January 26, 2015

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

4 By _____

5 Bruce E. Van Dalsem

6 Harold A. Barza

7 Ian S. Shelton

8 Matthew S. Hosen

Attorneys for Plaintiff NML Capital, Ltd.